

**REMARKS:**

Claims 1-18 are in the case and presented for consideration.

Claims 1 and 18 have been amended to better define the invention.

For the reasons that follow, Applicant believes all of the claims are now in condition for allowance.

**Rejection under 35 U.S.C. § 102(b)**

Claims 1-6 and 18 are rejected in the Action under 35 U.S.C. 102(b) as being anticipated by United States Patent 5,285,817 to Sigel (hereinafter "Sigel").

Applicant has made formalistic amendments to Claims 1 and 18, so as to highlight the distinctions between these claims, as well as those which depend therefrom, and the teaching of Sigel.

By way of background, Applicant notes that the present invention is directed to devices and methods for sealing a pipe having one or more substantial holes through the pipe wall. Sigel, on the other hand, is directed to repairing a damaged part at a connection between a pipe and an adjacent pipe.

Claim 1, therefore, has been amended to highlight that what is claimed is a method for sealing of pipes in which a fluid coating material is sprayed out of at least one nozzle moved through *the particular pipe that is to be sealed* towards the inner wall of the pipe for covering at least parts thereof. Support for this amendment may be found at paragraph [0028] of the published application.

Claim 1 has been further amended to highlight that a pipe piece with a smaller outer diameter than the inner diameter of the pipe is introduced into *the particular pipe that is to be sealed*. Support for this amendment may be found at paragraph [0030] of the published application. Moreover, this claim has been amended to highlight that the unperforated material piece forming the pipe piece has no ability to seal said hole alone, but forms in the subsequent spraying of coating material an auxiliary wall *in the same pipe as that in which the nozzle is located* over the hole retaining the material sprayed within the pipe. Support for this amendment may be found at paragraph [0031] of the published application. Additionally, the claim has been amended to highlight that the material piece is introduced into *the same pipe as that in which the nozzle is located*. Support for this amendment may be found at paragraph [0032] of the published application. Finally, this Claim has been amended to highlight that the sprayed coating material is *retained within the pipe in which the material piece is located*. Support for this amendment may also be found at paragraph [0032] of the published application.

Additionally, Claim 18 has been amended to emphasize that the member claimed therein is designed as a pipe piece (17, 17') held together under pretension through means (11) for holding the pipe piece together to an outer diameter being smaller than the inner diameter *of the particular pipe that is to be sealed*. Support for this amendment may be found at paragraph [0030] of the

published application. The claim is additionally amended to emphasize that the pipe piece is formed by an unperforated material piece (10) being divided in the longitudinal direction thereof and adapted to strive towards a resting position with an outer diameter exceeding the inner diameter of *the particular pipe to be sealed* into which the pipe piece is intended to be introduced. Support for this amendment may be found at paragraph [0015] of the published application. The claim is also amended to highlight that the sprayed sealing fluid is *retained within the pipe in which the material piece is located*. Support for this amendment may be found at paragraph [0032] of the published application.

These amendments highlight the distinction between the invention, as claimed in Claims 1 and 18, and Sigel, which is directed to repairing the joint between the subsidiary and main pipe.

Next, Applicant respectfully maintains its disagreement with the Examiner's equating of the sealing mass in Sigel to the coating material claimed in Claims 1 and 18. To be sure, the sealing mass does not coat at all. Rather, it is used as a filler to fill the damaged sections between the sheathing and the existing pipe at the intersection of subsidiary and main piping (*See Sigel at Figs. 3-4*).

Further, Applicant maintains its position that Sigel does not disclose or suggest utilizing a material piece as an auxiliary wall as set forth in independent Claims 1 and 18. The sheathing in Sigel, which roughly corresponds to the

material piece in the present invention, is instead used to form a lateral wall which traces the outer edge of the subsidiary pipe and creates a cavity for the sealing mass to fill, which repairs the joint between the subsidiary and main pipe.

Furthermore, Applicant maintains that Sigel does not teach movement through a pipe in the manner claimed in Claim 1. Sigel's very structure is designed to prevent the sheathing from moving through a pipe. Sigel provides:

From FIG. 2, it can also be seen that the sheathing 4 is pushed into the subsidiary piping 8 or until the edge 9 makes flush contact with the screen 2 pushed onto the main piping 10. Thus, it is guaranteed that on the one hand the sheathing is not pushed too far into the subsidiary piping 8 and that on the other hand it does not protrude into the main piping 10 after the repair work has been carried out, thus reducing its serviceable diameter. Exact positioning understandably makes clean, qualitatively faultless repair of the damaged intersection 15 possible

Col.2 ll.16-24.

Thus, the teaching of Sigel could not be used to seek out a substantial hole along the entire length of a given pipe. Indeed, the present invention, as claimed, is directed to methods and devices designed for repairing such substantial holes by way of retaining the sprayed material within the particular pipe into which the sprayed material was introduced.

Thus, Claims 1 and 18, as amended, as well as Claims 2-6, which depend, either directly or indirectly, from Claim 1, are patentably distinct over Sigel.

**Rejections under 35 U.S.C. § 103(a)**

Claims 7-17 are rejected in the Action under 35 U.S.C. § 103(a) as being unpatentable over Sigel in view of United States Patent 4,347,018 to Wrightson et al. (hereinafter "Wrightson"), Swedish reference to Kohichiro (hereinafter "SE'950") and Swedish reference to Edstrom ("SE'663").

However, because Sigel does not disclose all the elements of Claim 1, as amended, and because the missing elements are not disclosed by the cited secondary references, these references cannot serve as the basis of an obviousness rejections under 35 U.S.C. §103(a).

Further, even if one were to combine the elements of Sigel with any or all of the following:

- 1) the plastic pipe piece made of glass reinforced polyester disclosed in Wrightson;
- 2) the repair sleeves with longitudinal slits disclosed in SE'950; or
- 3) a coating material containing wool or polyester material with glass flakes disclosed in SE'663,

the resulting device would still be incapable of accomplishing the object of the present invention.

This is because Sigel's use of the bent screen and adhesive on the outer surface of the sheathing would make it virtually impossible to move said device through a pipe. This means that the only holes such a device could fix would be

those which were only a short distance from the opening. Therefore, a person of ordinary skill in the art would not think to use the elements disclosed in Sigel in a device, the major purpose of which is to seek out and fix substantial holes anywhere along the length of an inaccessible pipe, because to do so would render such a device inoperable.

### **Conclusion**

Accordingly, the Applicant believes that Claims 1-18 are now in condition for allowance and favorable action is respectfully requested. No new matter has been added. Should there be any issues that have not been addressed to the Examiner's satisfaction, Applicant invites the Examiner to contact the undersigned attorney.

If any fees are due in connection with this response, please charge such fees to Deposit Account No. 14-1431.

Respectfully submitted,

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